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11 *Attorneys for Plaintiff, U.S. Bank, N.A., as Trustee on Behalf of the Holders of the Credit Suisse
12 First Boston Mortgage Securities Corp. Home Equity Pass Through Certificates, Series 2006-8*

13 **UNITED STATES DISTRICT COURT
14 DISTRICT OF NEVADA**

15 U.S. BANK, N.A., AS TRUSTEE ON
16 BEHALF OF THE HOLDERS OF THE
17 CREDIT SUISSE FIRST BOSTON
18 MORTGAGE SECURITIES CORP. HOME
19 EQUITY PASS THROUGH CERTIFICATES,
SERIES 2006-8,

Case No.: 2:22-cv-01905-JAD-DJA

**STIPULATION AND ORDER
STAYING CASE THROUGH
8/11/23**

ECF No. 17

20 Plaintiff,
21 vs.
22 FIDELITY NATIONAL TITLE INSURANCE
23 COMPANY; and DOES I-X; ROE
CORPORATIONS XI through XX, inclusive,

Defendants.

24 Plaintiff, U.S. Bank, N.A., as Trustee on Behalf of the Holders of the Credit Suisse First
25 Boston Mortgage Securities Corp. Home Equity Pass Through Certificates, Series 2006-8
26 (“Plaintiff”) and Defendant Fidelity National Title Insurance Company (“Defendant”, and with
27 Plaintiff, the “Parties”), by and through their undersigned counsel, hereby stipulate as follows:

28 This matter involves a title insurance coverage dispute wherein Plaintiff contends, and
Defendant disputes, that the title insurance claim involving an HOA assessment lien and
subsequent sale was covered by the subject policy of title insurance. There are now currently
pending in the United States District Court for the District of Nevada and Nevada state courts

1 more than one-hundred actions between national banks, on the one hand, and title insurers, on the
 2 other hand. In virtually all of these actions, the title insurer underwrote an ALTA 1992 or ALTA
 3 2006 loan policy of title insurance with form 1 coverage, along with the CLTA 100/ALTA 9
 4 and/or CLTA 115.2/ALTA 5 Endorsements.

5 The Parties have conferred and believe a limited six-month stay is warranted. The
 6 *PennyMac Corp. v. Westcor Land Title Ins. Co.*, Nevada Supreme Court Case No. 83737
 7 (“*PennyMac*”) appeal remains pending. Additionally, there is another fully briefed appeal to the
 8 Nevada Supreme Court involving a similar coverage dispute in *Deutsche Bank Nat'l Trust Co. v.*
 9 *Fidelity Nat'l Title Ins. Co.*, Nevada Supreme Court Case No. 84161 (“*Deutsche Bank*”). Both
 10 *PennyMac* and *Deutsche Bank* are fully briefed, but oral argument has not been set.¹ The Parties
 11 anticipate that the Nevada Supreme Court’s decisions in the foregoing appeals may touch upon
 12 issues regarding the interpretation of policy and claims handling, that could potentially affect the
 13 disposition of the instant action.

14 Accordingly, the Parties believe a stay of six months in the instant action will best serve
 15 the interests of judicial economy. The Parties request that the action be stayed for six months,
 16 through and including, August 11, 2023. The Parties are to submit a Joint Status Report on or
 17 before August 11, 2023. The Parties further agree that this stipulation and stay of this case is
 18 entered based on the specific circumstances surrounding this particular case, and that this
 19 stipulation shall not be viewed as a reason for granting a stay in any other pending matter.

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25 ¹ There are also two separate appeals with the Ninth Circuit involving similar coverage disputes.
 26 The appeal in *Wells Fargo Bank, N.A. v. Commonwealth Land Title Ins. Co.*, Case No. 19-16181
 27 is fully briefed, but the Ninth Circuit has deferred its decision pending the *PennyMac* and
 28 *Deutsche Bank* appeals. *See* Dkt. Ent. 75. The appeal in *U.S. Bank Nat'l Ass'n v. Stewart Title*
Guaranty Co., Case No. 22-17015 is in the early stages of briefing with U.S. Bank’s opening brief
 currently due February 28, 2023.

1 **NOW THEREFORE**, the Parties, by and through their undersigned counsel, hereby
2 stipulate and agree as follows:

3 1. In the interests of judicial economy and in efforts to preserve the Parties' resources,
4 the Parties request that this action be **STAYED FOR SIX (6) MONTHS**, through and
5 including, August 11, 2023.

6 2. All deadlines currently set in this case shall be **VACATED**.

7 3. The Parties are to submit a Joint Status Report on or before August 11, 2023.

8 4. By entering into this Stipulation, none of the Parties is waiving its right to
9 subsequently move the Court for an order lifting the stay in this action.

10 5. Notwithstanding this Stipulation, the Parties may continue to conduct third-party
11 discovery (including by issuing and enforcing third-party subpoenas) to preserve
12 evidence.

13 **IT IS SO STIPULATED.**

14 DATED this 9th day of February, 2023.

15 WRIGHT, FINLAY & ZAK, LLP

16 /s/ Lindsay D. Dragon

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22 Trustee on Behalf of the Holders of the
23 Credit Suisse First Boston Mortgage
24 Securities Corp. Home Equity Pass Through
25 Certificates, Series 2006-8*

 DATED this 9th day of February, 2023.

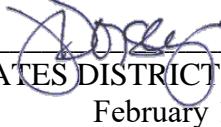
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 Title Insurance Company*

26 **ORDER**

27 Based on the parties' stipulation [ECF No. 17] and with good cause appearing, IT IS
28 ORDERED that **this case is STAYED** through August 11, 2023. **The Clerk of Court is**
 directed to ADMINISTRATIVELY CLOSE this case.


 UNITED STATES DISTRICT JUDGE
 February 14, 2023